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**State:** Arkansas **Filing Company:** Hartford Life and Annuity Insurance Company  
**TOI/Sub-TOI:** L09I Individual Life - Flexible Premium Adjustable Life/L09I.002 Joint (Last Survivor)  
**Product Name:** Last Survivor Flexible Premium Adjustable Life Insurance & NLG Rider  
**Project Name/Number:** Last Survivor Flexible Premium Adjustable Life Insurance & NLG Rider /LA-1384(12)

## Filing at a Glance

Company: Hartford Life and Annuity Insurance Company  
Product Name: Last Survivor Flexible Premium Adjustable Life Insurance & NLG Rider  
State: Arkansas  
TOI: L09I Individual Life - Flexible Premium Adjustable Life  
Sub-TOI: L09I.002 Joint (Last Survivor)  
Filing Type: Form  
Date Submitted: 10/22/2012  
SERFF Tr Num: HARL-128727318  
SERFF Status: Closed-Approved-Closed  
State Tr Num:  
State Status: Approved-Closed  
Co Tr Num: LA-1384(12)  
  
Implementation: On Approval  
Date Requested:  
Author(s): Jane Chapman, Roberta Chu, Barbara Warren  
Reviewer(s): Linda Bird (primary)  
Disposition Date: 10/26/2012  
Disposition Status: Approved-Closed  
Implementation Date:

State Filing Description:

**State:** Arkansas  
**TOI/Sub-TOI:** L09I Individual Life - Flexible Premium Adjustable Life/L09I.002 Joint (Last Survivor)  
**Product Name:** Last Survivor Flexible Premium Adjustable Life Insurance & NLG Rider  
**Project Name/Number:** Last Survivor Flexible Premium Adjustable Life Insurance & NLG Rider /LA-1384(12)

## General Information

Project Name: Last Survivor Flexible Premium Adjustable Life Insurance & NLG Rider  
Status of Filing in Domicile:  
Project Number: LA-1384(12)  
Date Approved in Domicile:  
Requested Filing Mode: Review & Approval  
Domicile Status Comments:  
Explanation for Combination/Other: Market Type: Individual  
Submission Type: New Submission  
Individual Market Type:  
Overall Rate Impact: Filing Status Changed: 10/26/2012  
State Status Changed: 10/26/2012  
Deemer Date: Created By: Barbara Warren  
Submitted By: Barbara Warren  
Corresponding Filing Tracking Number:

### Filing Description:

LA-1384(12) Last Survivor Flexible Premium Adjustable Life Insurance Policy  
LA-1385(12) Policy Protection Rider

The forms are new and are intended to replace Policy LA-1264(05) approved in 2004 and the Policy Protection Rider LA-1265(05)Rev approved in 2009.

The Policy is a guaranteed universal life product which has been drafted to respond to recent changes to AG38 as approved by the National Association of Insurance Commissioners. As you know, based on these recent changes to AG38, we will need to discontinue selling our current guaranteed universal life product as of January 1, 2013. As a result, we would ask the Department for help in ensuring this product is approved by November 26, which is our IT cutoff date for receipt of approvals.

Also note we have filed a single life version of this product under separate cover which we also would ask the Department for help in ensuring this product is approved by November 26, which is our IT cutoff date for receipt of approvals.

The Policy is an Last Survivor Flexible Premium Adjustable Life Insurance Policy and will be marketed on an individual basis to the general public, solicited to individuals ages 20-85 through licensed agents and brokers. The policy is subject to our normal underwriting requirements and will be marketed with an illustration.

Additionally, this submission includes a Policy Protection Rider and corresponding specification pages included in the policy. The rider provides a "shadow account" type of lifetime no lapse guarantee feature and defines a reference amount equal to an accumulation of premiums at specified minimum interest rates and specified maximum expenses and/or costs of insurance. The interest rates, expenses and costs used for the shadow account may be different than those specified in the policy for purposes of calculating the policy value. Whenever the monthly deduction cannot be paid by the policy value, the shadow account reference amount is checked. If the reference amount is equal to or greater than zero, the policy remains in force.

Variable text is enclosed in brackets and described in the Statements of Variability accompanying this filing. The Policy Specifications are completed in John Doe fashion.

Also included in this submission is the following supplemental filing information:

- An Actuarial Memorandum for the policy,
- An Actuarial Memorandum for the Policy Protection Rider,
- Any Certifications and additional information as required by your state.

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Your review and approval of this submission is appreciated. Please feel free to contact me with any questions you may have.

## Company and Contact

### Filing Contact Information

Barbara Warren, Contact Analyst  
200 hopmeadow rd  
Simsbury, CT 06089

barbara.warren@hartfordlife.com  
860-843-6437 [Phone]  
860-843-5194 [FAX]

### Filing Company Information

Hartford Life and Annuity Insurance Company  
200 Hopmeadow Street  
Simsbury, CT 06089  
(860) 547-5000 ext. [Phone]

CoCode: 71153  
Group Code: 91  
Group Name:  
FEIN Number: 39-1052598

State of Domicile: Connecticut  
Company Type: Life  
State ID Number:

## Filing Fees

Fee Required? Yes  
Fee Amount: \$100.00  
Retaliatory? No  
Fee Explanation: \$50/form  
Per Company: No

Company	Amount	Date Processed	Transaction #
Hartford Life and Annuity Insurance Company	\$100.00	10/22/2012	64140795

<b>State:</b>	Arkansas	<b>Filing Company:</b>	Hartford Life and Annuity Insurance Company
<b>TOI/Sub-TOI:</b>	L09I Individual Life - Flexible Premium Adjustable Life/L09I.002 Joint (Last Survivor)		
<b>Product Name:</b>	Last Survivor Flexible Premium Adjustable Life Insurance & NLG Rider		
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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	10/26/2012	10/26/2012

State:	Arkansas	Filing Company:	Hartford Life and Annuity Insurance Company
TOI/Sub-TOI:	L09I Individual Life - Flexible Premium Adjustable Life/L09I.002 Joint (Last Survivor)		
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## Disposition

Disposition Date: 10/26/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document	Actuarial Memorandums for the Policy and Policy Protection Rider		No
Supporting Document	Statements of Variability		Yes
Form	Flexible Premium Adjustable Life Insurance Policy		Yes
Form	Policy Protection Rider		Yes

<b>State:</b>	Arkansas	<b>Filing Company:</b>	Hartford Life and Annuity Insurance Company
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## Form Schedule

Lead Form Number: LA-1384(12)								
Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		Flexible Premium Adjustable Life Insurance Policy	LA-1384(12)	POL	Initial		50.100	LA-1384(12) for AR.pdf
2		Policy Protection Rider	LA-1385(12)	POLA	Initial		50.100	LA-1385(12) final.pdf

### Form Type Legend:

<b>ADV</b>	Advertising	<b>AEF</b>	Application/Enrollment Form
<b>CER</b>	Certificate	<b>CERA</b>	Certificate Amendment, Insert Page, Endorsement or Rider
<b>DDP</b>	Data/Declaration Pages	<b>FND</b>	Funding Agreement (Annuity, Individual and Group)
<b>MTX</b>	Matrix	<b>NOC</b>	Notice of Coverage
<b>OTH</b>	Other	<b>OUT</b>	Outline of Coverage
<b>PJK</b>	Policy Jacket	<b>POL</b>	Policy/Contract/Fraternal Certificate
<b>POLA</b>	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	<b>SCH</b>	Schedule Pages

Hartford Life and Annuity Insurance Company  
Hartford, Connecticut 06104-2999  
(A stock insurance company)  
(the "Company")

For more information or assistance regarding Your Policy, You may contact Us at the following address:

Individual Life Operations  
[P.O. Box 64582  
St. Paul, Minnesota 55164-0582  
Telephone Number: 1-800-243-5433]  
Email Address: [Lifeservice@hartfordlife.com]

We will pay the Death Proceeds to the Beneficiary if the Last Surviving Insured dies while this Policy is in force. Payment will be made after We receive Due Proof of Death of the Last Surviving Insured, at Our Individual Life Operations facility in [St. Paul, Minnesota.]

Signed for the Company

[



**Beth Bombara, President**



**Terence Shields, Corporate Secretary**

]

**READ YOUR POLICY CAREFULLY**

This is a legal contract between You and Us

**RIGHT TO EXAMINE POLICY**

We want You to be satisfied with the Policy You have purchased. We urge You to examine it closely. If, for any reason You are not satisfied, You may deliver or mail the Policy to Us or to the producer from whom it was purchased anytime during Your free look period. Your free look period begins on the day You receive Your Policy and ends ten days after You receive it. In such an event, the Policy will be rescinded and We will pay an amount equal to the total premiums paid for the Policy, including any fees and charges, less any Indebtedness and withdrawals. Cancellation of the Policy makes the Policy void from its inception.

Adjustable Death Benefit  
Death Proceeds Payable at Death of the Last Surviving Insured  
Cash Surrender Value Payable upon Surrender  
Premiums Payable as shown on Page 3  
Non-Participating

Values provided under the Policy may increase or decrease due to changes in interest credited to the Account Value, Policy Charges and Cost of Insurance Rates.

**LAST SURVIVOR FLEXIBLE PREMIUM  
ADJUSTABLE LIFE INSURANCE POLICY**



## TABLE OF CONTENTS

	<b>Page</b>
Policy Specifications	3, 4
Definitions	5
Death Benefit	7
Decreases in Face Amount	8
Premiums	8
Account Value, Cash Value and Cash Surrender Value	9
Monthly Deduction Amount	9
Insurance Class Changes	10
Policy Default and Grace Period	10
Reinstatement	11
Policy Loans	11
Withdrawals	12
Surrenders	13
Payments By Us	13
The Contract	13
Ownership and Beneficiary	14
Termination	15
Continuation Beyond the Younger Insured's Attained Age 120	16
Payment of Death Proceeds	16
Income Settlement Options	16
Any Riders follow page	17



## POLICY SPECIFICATIONS

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### POLICY INFORMATION

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<b>Policy Type:</b>	LAST SURVIVOR FLEXIBLE PREMIUM ADJUSTABLE LIFE
<b>Policy Number:</b>	[UL0000001]
<b>Policy Date:</b>	[OCTOBER 1, 2013]
<b>Date of Issue:</b>	[OCTOBER 1, 2013]
<b>Owner:</b>	[JOHN DOE]
<b>Beneficiary:</b>	[JANE DOE]
<b>First Insured:</b>	[JOHN DOE]
<b>First Insured Issue Age/Sex:</b>	[35, MALE]
<b>First Insured Insurance Class:</b>	[PREFERRED/NON-NICOTINE]
<b>Second Insured:</b>	[MARY DOE]
<b>Second Insured Issue Age/Sex:</b>	[35, FEMALE]
<b>Second Insured Insurance Class:</b>	[PREFERRED/NON-NICOTINE]

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### DEATH BENEFIT INFORMATION

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<b>Initial Face Amount:</b>	[\$100,000]
<b>Minimum Decrease In Face Amount:</b>	[\$500]
<b>Minimum Face Amount After Decrease:</b>	[\$50,000]
<b>Death Benefit Option:</b>	[A (LEVEL OPTION)]
<b>Death Benefit Option C Limit:</b>	[NOT APPLICABLE]

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### PREMIUM INFORMATION

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<b>Initial Planned Premium:</b>	[\$1,000.00]	
<b>Payment Frequency:</b>	[ANNUAL]	
<b>Cumulative Early Premium Payment Limit:</b>	<b>LIMIT</b> [\$ NO LIMIT]	<b>POLICY YEARS</b> [NOT APPLICABLE]

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### ACCOUNT INFORMATION

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<b>Minimum Account Value Interest Rate:</b>	2.00% (EFFECTIVE ANNUAL)
<b>Definition of Life Insurance Test:</b>	[GUIDELINE PREMIUM/ CASH VALUE CORRIDOR TEST]

It is possible that coverage will terminate if the Account Value, less Indebtedness, is insufficient to pay the Monthly Deduction Amount or if Indebtedness equals or exceeds the Cash Value. The duration of coverage will depend on the amount, timing and frequency of premium payments, the interest credited to the Account Value, loans or withdrawals taken and the cost of additional benefits. The Planned Premium may need to be increased to keep this Policy in force. If the Policy terminates for reasons other than death of the Last Surviving Insured or Cash Surrender, there will be no Death Benefit or Cash Surrender Value.

POLICY NUMBER: UL0000001

## POLICY SPECIFICATIONS

### POLICY CHARGES

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#### DEDUCTIONS FROM PREMIUM PAYMENTS

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##### TYPE OF CHARGE

##### PERCENT OF PREMIUMS PAID

**Maximum Premium Charge:**  
ALL POLICY YEARS

10.00%

**Tax Charge:**  
ALL POLICY YEARS

[1.75%]\*

\* THE TAX PERCENTAGE RATE DEPENDS UPON THE RATE ASSESSED BY YOUR STATE OR MUNICIPALITY. IF YOUR STATE OR MUNICIPALITY CHANGES OR IF YOUR STATE OR MUNICIPALITY CHANGES ITS TAX RATE, THE TAX RATE WILL CHANGE TO EQUAL THAT NEW RATE.

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#### MAXIMUM DEDUCTIONS FROM ACCOUNT VALUE

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**Monthly Administrative Charge:**

POLICY  
YEARS  
ALL

CHARGE OR  
PERCENT OF VALUE  
\$10.00

**Monthly Per \$1,000 Charge Rate:**

1-20

[0.1900]

Maximum Deductions from Account Value also include monthly cost of insurance charges not to exceed the Maximum Cost Of Insurance Rates Per \$1,000 shown on page 3C.

**POLICY SPECIFICATIONS****POLICY CHARGES**

<b>MAXIMUM SURRENDER CHARGES</b>			
<b>POLICY YEAR</b>	<b>SURRENDER CHARGE</b>	<b>POLICY YEAR</b>	<b>SURRENDER CHARGE</b>
1	[1,716.00	11	[1,145.00
2	1,697.00	12	1,063.00
3	1,677.00	13	981.00
4	1,656.00	14	899.00
5	1,636.00	15	818.00
6	1,554.00	16	654.00
7	1,472.00	17	490.00
8	1,390.00	18	327.00
9	1,308.00	19	163.00]
10	1,227.00]	20+	0.00

## POLICY SPECIFICATIONS

**TABLE OF MINIMUM DEATH BENEFIT PERCENTAGES  
AND MONTHLY MAXIMUM COST OF INSURANCE RATES PER \$1,000**

<b>ATTAINED AGE</b>	<b>MINIMUM DEATH BENEFIT PERCENTAGES</b>	<b>MAXIMUM COST OF INSURANCE RATE</b>	<b>ATTAINED AGE</b>	<b>MINIMUM DEATH BENEFIT PERCENTAGES</b>	<b>MAXIMUM COST OF INSURANCE RATE</b>
35	250.00	0.000100	78	105.00	1.971900
36	250.00	0.000300	79	105.00	2.302700
37	250.00	0.000500	80	105.00	2.680500
38	250.00	0.000800	81	105.00	3.149000
39	250.00	0.001000	82	105.00	3.679000
40	250.00	0.001300	83	105.00	4.253300
41	243.00	0.001800	84	105.00	4.901100
42	236.00	0.002300	85	105.00	5.636700
43	229.00	0.002900	86	105.00	6.395300
44	222.00	0.003700	87	105.00	7.350200
45	215.00	0.004700	88	105.00	8.374000
46	209.00	0.005800	89	105.00	9.467800
47	203.00	0.007300	90	105.00	10.539800
48	197.00	0.008900	91	104.00	11.306000
49	191.00	0.010800	92	103.00	12.322000
50	185.00	0.013200	93	102.00	13.618300
51	178.00	0.016100	94	101.00	15.166300
52	171.00	0.019800	95	101.00	17.013100
53	164.00	0.024300	96	101.00	18.772900
54	157.00	0.029900	97	101.00	20.601300
55	150.00	0.036900	98	101.00	21.190900
56	146.00	0.045400	99	101.00	22.348300
57	142.00	0.055600	100	101.00	24.017900
58	138.00	0.067000	101	101.00	25.719800
59	134.00	0.080300	102	101.00	27.631300
60	130.00	0.096400	103	101.00	29.733600
61	128.00	0.116000	104	101.00	32.066500
62	126.00	0.140100	105	101.00	34.607000
63	124.00	0.168700	106	101.00	37.236800
64	122.00	0.202100	107	101.00	39.951800
65	120.00	0.241100	108	101.00	42.702500
66	119.00	0.285800	109	101.00	45.577700
67	118.00	0.336900	110	101.00	48.529700
68	117.00	0.396400	111	101.00	51.387600
69	116.00	0.464300	112	101.00	54.177800
70	115.00	0.545500	113	101.00	56.749200
71	113.00	0.641700	114	101.00	60.298300
72	111.00	0.761000	115	101.00	63.630200
73	109.00	0.897800	116	101.00	67.092300
74	107.00	1.054300	117	101.00	70.879300
75	105.00	1.235300	118	101.00	74.408900
76	105.00	1.443100	119	101.00	78.002100]
77	105.00	1.686300			

THE MINIMUM DEATH BENEFIT PERCENTAGE FOR ATTAINED AGE 120 AND BEYOND WILL BE 101.00. THE MINIMUM DEATH BENEFIT PERCENTAGES ARE DETERMINED TO COMPLY WITH SECTION 7702 OF THE INTERNAL REVENUE CODE. THE MAXIMUM COST OF INSURANCE RATES DO NOT EXCEED THE COST OF INSURANCE RATES BASED ON THE 2001 COMMISSIONERS STANDARD ORDINARY, MALE OR FEMALE, SMOKER OR NON-SMOKER, ULTIMATE, AGE NEAREST BIRTHDAY MORTALITY TABLE. THE MAXIMUM COST OF INSURANCE RATES HAVE BEEN ADJUSTED TO REFLECT ANY SPECIAL CLASS RATING.

## POLICY SPECIFICATIONS

### ADDITIONAL BENEFITS AND RIDERS

#### POLICY PROTECTION RIDER

<b>First Insured:</b>	[JOHN DOE]
<b>First Insured Issue Age/Sex:</b>	[35, MALE]
<b>First Insured Insurance Class:</b>	[PREFERRED/NON-NICOTINE]
<b>Second Insured:</b>	[MARY DOE]
<b>Second Insured Issue Age/Sex:</b>	[35, FEMALE]
<b>Second Insured Insurance Class:</b>	[PREFERRED/NON-NICOTINE]
<b>Maximum Monthly Administrative Rider Charge:</b>	[\$10.00]
<b>Policy Protection Reference Premium:</b>	[\$399.87]
<b>Minimal Funding Expense Charge Dates Applied:</b>	Policy Anniversaries [2 – 10]
<b>Date of Issue:</b>	[JANUARY 1, 2013]
<b>Rider Effective Date:</b>	[JANUARY 1, 2013]

#### RIDERS COVERED BY THE POLICY PROTECTION RIDER

[Estate Protection  
LifeAccess Accelerated Benefit Rider]

#### DEDUCTIONS FROM PREMIUM PAYMENTS USED TO DETERMINE THE POLICY PROTECTION NET PREMIUM

<u>TYPE OF CHARGE</u>	<u>POLICY YEARS</u>	<u>PERCENT OF PREMIUMS PAID</u>
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Policy Protection Premium Tax Charge	ALL	[1.75%]*
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\*The Tax Charge Percentage depends upon the Premium Tax Rate assessed by Your state or municipality as of the Policy Date.

#### Policy Protection Premium Charge

##### Tier 1 Premium Charge

[1	[-2.00%
2	-2.00%
3	-2.00%
4	-2.00%
5	-2.00%
6+]	-2.00%]

Tier 1 Premium Charges shown above apply to any portion of a Premium payment that, when added to all previous payments, is less than or equal to the Premium Charge Breakpoint.

##### Tier 2 Premium Charge

[1	[50.00%
2	50.00%
3	50.00%
4	50.00%
5	50.00%
6	50.00%
7	50.00%
8+]	-2.00%]

Tier 2 Premium Charges shown above apply to any portion of a Premium payment that, when added to all previous payments, exceeds the Premium Charge Breakpoint.

**Premium Charge Breakpoint:**    \$[4,581.69]

**POLICY PROTECTION RIDER (CONTINUED)****INTEREST CREDITS APPLIED TO THE POLICY PROTECTION ACCOUNT**

Interest Credits are determined by multiplying the Policy Protection Account value by interest rate factors. "Tier 1 Credited Rates" apply to Policy Protection Account values up to the "Credited Rate Breakpoint" and "Tier 2 Credited Rates" apply to values above the breakpoint, if any. The Credited Rate Breakpoint is calculated by multiplying the ratio for the current Policy Year by the current Death Benefit.

**CREDITED RATE BREAKPOINT RATIO**

POLICY YEAR	RATIO	POLICY YEAR	RATIO	POLICY YEAR	RATIO	POLICY YEAR	RATIO	POLICY YEAR	RATIO
[1	1.00	18	1.00	35	1.00	52	1.00	69	1.00
2	1.00	19	1.00	36	1.00	53	1.00	70	1.00
3	1.00	20	1.00	37	1.00	54	1.00	71	1.00
4	1.00	21	1.00	38	1.00	55	1.00	72	1.00
5	1.00	22	1.00	39	1.00	56	1.00	73	1.00
6	1.00	23	1.00	40	1.00	57	1.00	74	1.00
7	1.00	24	1.00	41	1.00	58	1.00	75	1.00
8	1.00	25	1.00	42	1.00	59	1.00	76	1.00
9	1.00	26	1.00	43	1.00	60	1.00	77	1.00
10	1.00	27	1.00	44	1.00	61	1.00	78	1.00
11	1.00	28	1.00	45	1.00	62	1.00	79	1.00
12	1.00	29	1.00	46	1.00	63	1.00	80	1.00
13	1.00	30	1.00	47	1.00	64	1.00	81	1.00
14	1.00	31	1.00	48	1.00	65	1.00	82	1.00
15	1.00	32	1.00	49	1.00	66	1.00	83	1.00
16	1.00	33	1.00	50	1.00	67	1.00	84	1.00
17	1.00	34	1.00	51	1.00	68	1.00	85	1.00]

**TIER 1 POLICY PROTECTION ACCOUNT CREDITED RATE (ANNUAL EFFECTIVE RATE)**

POLICY YEAR	RATE	POLICY YEAR	RATE
[1	5.00%	16-20	6.00%
2-5	5.00%	21-30	6.00%
6-10	5.00%	31-36	6.00%
11-15	6.00%	37+	6.00%]

**TIER 2 POLICY PROTECTION ACCOUNT CREDITED RATE (ANNUAL EFFECTIVE RATE)**

POLICY YEAR	RATE	POLICY YEAR	RATE
[1	5.00%	16-20	6.00%
2-5	5.00%	21-30	6.00%
6-10	5.00%	31-36	6.00%
11-15	6.00%	37+	6.00%]

**POLICY PROTECTION RIDER (Continued)**

**DEDUCTIONS TAKEN FROM THE POLICY PROTECTION ACCOUNT**

	<b><u>POLICY YEARS</u></b>	<b><u>CHARGE OR PERCENT OF ACCOUNT</u></b>
Policy Protection Monthly Administrative Charge	ALL	\$10.00

**Policy Protection Per \$1,000 Charge Rate**

**Per Month Per \$1,000 of the Greater of the Initial Face Amount or  
the then Current Death Benefit**

<b><u>POLICY YEARS</u></b>	<b><u>CHARGE OR PERCENT OF ACCOUNT</u></b>
1	[0.001
2	0.001
3	0.001
4	0.001
5	0.001]

**Per Month Per \$1,000 of the then Current Death Benefit**

<b><u>POLICY YEARS</u></b>	<b><u>CHARGE OR PERCENT OF ACCOUNT</u></b>
[6	[0.001
7	0.001
8	0.001
9	0
10	0
11	0
12	0
13	0
14	0
15	0
16+]	0.00]

**POLICY PROTECTION RIDER (Continued)****DEDUCTIONS TAKEN FROM THE POLICY PROTECTION ACCOUNT (CONTINUED)****Policy Protection Cost of Insurance Rate - Monthly Per \$1,000**

<b>POLICY YEAR</b>	<b>RATE</b>	<b>POLICY YEAR</b>	<b>RATE</b>	<b>POLICY YEAR</b>	<b>RATE</b>
1	0.0000	30	0.1927	59	13.6143
2	0.0001	31	0.2311	60	15.1632
3	0.0002	32	0.2753	61	17.0108
4	0.0003	33	0.3259	62	18.7714
5	0.0004	34	0.3849	63	20.6003
6	0.0006	35	0.4524	64	21.1909
7	0.0008	36	0.5331	65	22.3488
8	0.0012	37	0.6287	66	24.0187
9	0.0016	38	0.7474	67	25.7207
10	0.0022	39	0.8837	68	27.6322
11	0.0028	40	1.0398	69	29.7343
12	0.0038	41	1.2203	70	32.0672
13	0.005	42	1.4278	71	34.6075
14	0.0065	43	1.6708	72	37.2373
15	0.0083	44	1.9562	73	39.9521
16	0.0105	45	2.2868	74	42.7028
17	0.0132	46	2.6647	75	45.5778
18	0.0164	47	3.1333	76	48.5298
19	0.0205	48	3.6634	77	51.3877
20	0.0254	49	4.2382	78	54.1779
21	0.0316	50	4.8866	79	56.7493
22	0.0392	51	5.6228	80	60.2983
23	0.0483	52	6.3826	81	63.6302
24	0.0592	53	7.3383	82	67.0924
25	0.0719	54	8.3633	83	70.8793
26	0.0893	55	9.4583	84	74.409
27	0.1083	56	10.5318	85	78.0023]
28	0.1319	57	11.2996		
29	0.1599	58	12.3169		



**POLICY PROTECTION RIDER (Continued)**

**DEDUCTIONS TAKEN FROM THE POLICY PROTECTION ACCOUNT (CONTINUED)**

[LifeAccess Accelerated Benefit Rider  
The charge for the LifeAccess Accelerated Benefit Rider for any Monthly Activity Date is equal to the product of the factors A B, C and D where A is the Policy Protection Cost of Insurance Rate Monthly per \$1,000; B is the LifeAccess Accelerated Benefit Rider Factor, C is the benefit size discount factor which will never be less than 0.1 or greater than 1; and D is the LifeAccess Accelerated Benefit Rider Amount at Risk divided by \$1,000.

Maximum LifeAccess Accelerated Benefit Rider Factor: 0.383950  
Maximum Cost of Insurance Rate: See the Policy Protection Cost of Insurance Rate- Monthly per \$1,000]

[Estate Protection Rider Cost of Insurance Rate – Monthly Per \$1,000

<u>POLICY YEARS</u>	<u>RATE</u>
1-4	0.0208]

## **POLICY SPECIFICATIONS**

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## DEFINITIONS

The definitions in this section apply to the following words and phrases whenever and wherever they appear in the Policy.

**Account Value:** this is the amount on which You earn interest credits.

**Amount at Risk:** on any Monthly Activity Date, the Amount at Risk equals the Death Benefit less the Account Value prior to assessing the Monthly Deduction Amount. On any other date, the Amount at Risk equals the Death Benefit less the Account Value.

**Attained Age:** an Insured's Issue Age plus the number of completed Policy Years.

**Beneficiary:** the person or entity named in Our records to receive the Death Benefit upon the death of the Last Surviving Insured.

**Cash Surrender Value:** the Cash Value, less any Indebtedness.

**Cash Value:** the Account Value, less any applicable Surrender Charges.

**Company, We, Us, Our:** the Company referred to on the first page of the Policy.

**Date of Issue:** the date shown in the Policy Specifications from which Suicide and Incontestability provisions are measured. The date may be different from the Policy Date.

**Death Benefit:** the amount used to calculate the Death Proceeds. The Death Benefit on the Policy Date is determined by the Death Benefit Option You select on Your application. Thereafter, it may change in accordance with the terms of the Death Benefit Option provision, the Minimum Death Benefit provision and any additional benefits provided by rider which may be attached to this Policy.

**Death Benefit Option:** the Death Benefit Option in effect determines how the Death Benefit is calculated as described under the Death Benefit Option provision.

**Death Proceeds:** the amount We will pay on the death of the Last Surviving Insured as described under the Death Benefit provision.

**Due Proof of Death:** (a) a certified death certificate, an order of a court of competent jurisdiction, other lawful evidence providing equivalent information, or any other proof acceptable to Us; and (b) proof of the claimant's interest in the proceeds satisfactory to Us.

**Face Amount:** an amount We use to determine the Death Benefit. On the Policy Date, the Face Amount equals the Face Amount shown in the Policy Specifications. Thereafter, it may change in accordance with the terms of the Decreases in Face Amount provision, the Death Benefit Option Changes and Withdrawals provision.

**In Good Order:** We have everything that We need to properly process a request, financial transaction or other transaction. This may include proper completion of certain forms, valid instructions and authorization or other administrative requirements.

**In Writing:** in a written form satisfactory to Us.

**Indebtedness:** money that is owed to Us as a result of outstanding loan(s) We have granted using the Policy as sole security. It equals all outstanding loans taken plus any interest charged to Indebtedness minus any loan repayments. Indebtedness will reduce the Death Proceeds payable and the amount available to You upon surrender of the Policy.

**Insured:** the persons whose lives are insured under the Policy as shown in the Policy Specifications. We will pay the Death Proceeds when both Insureds have died as described under the Death Benefit provision.

**Internal Revenue Code:** the Internal Revenue Code of 1986, as amended.

**DEFINITIONS**  
**(Continued)**

**Issue Age:** an Insured's age on his/her birthday nearest the Policy Date.

**Last Surviving Insured:** the Insured who survives after the death of the other Insured. If both Insureds die simultaneously, the Last Surviving Insured will be the First Insured as shown in the Policy Specifications.

**Loaned Account Value:** the portion of the Account Value that is segregated to serve as collateral for any Indebtedness.

**Minimum Account Value Interest Rate:** the lowest interest rate that will ever be credited to Your Account Value. The Minimum Account Value Interest Rate is shown in the Policy Specifications.

**Monthly Activity Date:** the Policy Date and the same date in each succeeding month as the Policy Date.

**Monthly Deduction Amount:** an amount deducted from Your Account Value on each Monthly Activity Date.

**Net Premium:** the amount of premium credited to the Account Value. It is the premium paid minus the Deductions from Premium Payments shown in the Policy Specifications.

**Owner:** the individual(s) or entity shown in the Policy Specifications, unless later changed as set forth in the Change of Owner or Beneficiary provision.

**Planned Premium:** the amount that You intend to pay into the Policy. The initial Planned Premium is shown in the Policy Specifications.

**Policy Anniversary:** an anniversary of the Policy Date.

**Policy Date:** the date shown in the Policy Specifications from which Policy Anniversaries and Policy Years are determined. This is the date on which monthly deductions begin.

**Policy Years:** years as measured from the Policy Date.

**Surrender Charge:** a charge that is assessed if You surrender the Policy.

**Withdrawal:** a portion of the Account Value that We will pay to You upon Your request.

**You, Your:** the Owner of the Policy.

## GENERAL

The Policy will become effective if and when:

- (a) it is delivered to the Owner and while both Insureds are alive;
- (b) all answers in the application continue to be true and complete at the time of delivery;
- (c) We receive the initial premium payment while both Insureds are alive; and
- (d) the initial premium payment is sufficient to cover the Monthly Deduction Amount as of the Policy Date.

## DEATH BENEFIT

### General

Subject to the terms of this Policy and while it is in force, We will pay the Death Proceeds to the Beneficiary(ies) upon Our receipt of Due Proof of Death of the Last Surviving Insured.

### Death Proceeds

Death Proceeds equal the Death Benefit less Indebtedness and less any due and unpaid Monthly Deduction Amounts occurring during a Policy Grace Period. The Death Benefit is equal to the greater of the Death Benefit provided by the Death Benefit Option chosen and the Minimum Death Benefit. All amounts used in determining the Death Proceeds are calculated as of the date We receive Due Proof of Death of the Last Surviving Insured.

We will pay interest on the Death Proceeds (including any premiums paid for any period beyond the end of the Policy month in which death occurred) of at least 2% per year (or higher, if required by the laws of the state in which this Policy is delivered or issued for delivery) from the date We receive Due Proof of Death of the Last Surviving Insured to the date payment is made or an Income Settlement Option is elected. If settlement is not made within 30 days of the date We receive Due Proof of Death of Last Surviving Insured, We will pay interest on the Death Proceeds at the rate of 8% per year beginning on the 30th day following receipt of Due Proof of Death to the date payment is made or an Income Settlement Option is elected.

If the Last Surviving Insured dies after We receive a request In Writing from You to surrender the Policy, the Cash Surrender Value will be paid in lieu of the Death Proceeds.

### Death Benefit Options

You have three Death Benefit Options available under this Policy.

1. Under Option A (Level Option), the Death Benefit is the current Face Amount.
2. Under Option B (Return of Account Value Option), the Death Benefit is the current Face Amount, plus the current Account Value.
3. Under Option C (Return of Premium Option), the Death Benefit is the current Face Amount, plus the lesser of:
  - (a) the sum of the premiums paid less withdrawals; or
  - (b) the Death Benefit Option C limit shown in the Policy Specifications.

### Death Benefit Option Changes

You may change Your Death Benefit Option at any time after the first Policy Anniversary, subject to the conditions described below. You must notify Us In Writing or in a manner satisfactory to Us of the change. Such change will be effective on the Monthly Activity Date following the date We receive the request and the conditions are met.

**DEATH BENEFIT  
(Continued)**

You may change from Option A (Level Option) to Option B (Return of Account Value Option). If You do, the Face Amount will become the greater of (a) the Face Amount immediately prior to the option change, reduced by the then current Account Value, or (b) the Face Amount that meets Our minimum rules then in effect.

You may change from Option C (Return of Premium Option) to Option A (Level Option). If You do, the Face Amount will become that amount available as a Death Benefit immediately prior to the option change.

You may request a change from Option B (Return of Account Value Option) to Option A (Level Option). If You do, the Face Amount will become the Face Amount immediately prior to the option change increased by the Account Value on the date of the option change.

**Minimum Death Benefit**

For policies that meet the definition of life insurance under the Guideline Premium/Cash Value Corridor Test prescribed by the Internal Revenue Code, We will automatically increase the Death Benefit so that it will never be less than the Account Value multiplied by the minimum Death Benefit percentage for the then current Policy Year.

For policies that meet the definition of life insurance under the Cash Value Accumulation Test prescribed by the Internal Revenue Code, We will automatically increase the Death Benefit so that it will never be less than the Account Value minus the present value of charges for qualified additional benefit riders (as defined by the Internal Revenue Code), multiplied by the minimum Death Benefit percentage for the then current Policy Year.

To the extent this increase in the Death Benefit would result in an Amount at Risk that exceeds Our guidelines and limitations that may be in effect, We reserve the right to:

- (a) distribute to You a portion of the Cash Surrender Value sufficient to continue to qualify the Policy as life insurance and such that the Amount at Risk does not exceed Our guidelines and limitations in effect; or
- (b) require evidence of insurability satisfactory to Us.

The Minimum Death Benefit is determined by using the current Account Value.

**DECREASES IN  
FACE AMOUNT**

**Decreases in Face Amount**

Any time after the first Policy Year, You may make a request In Writing, or in a manner satisfactory to Us, to decrease the Face Amount. The minimum amount by which the Face Amount can be decreased is shown on Page 3. We reserve the right to limit You to one decrease in any 12-month period. A decrease in the Face Amount will be effective on the Monthly Activity Date following the date We receive Your request. The remaining Face Amount must not be less than the amount shown on Page 3.

**PREMIUMS**

**General**

The Initial Premium Payment must be received by Us prior to or upon delivery of the Policy and such payment must be sufficient to cover the Monthly Deduction Amount as of the Policy Date. The actual amount and frequency of payments will affect the Account Value and could affect the amount and duration of insurance provided by the Policy. After the first premium has been paid, subsequent premiums can be paid at any time, subject to the following limitations:

- (a) The minimum premium that We will accept for quarterly, semi-annual, and annual premium payments is the greater of (a) \$50; or (b) the amount required to keep the Policy in force.
- (b) For monthly, pre-authorized payments made by bank draft, the minimum premium that We will accept is the greater of (a) \$25; or (b) the amount required to keep the Policy in force.
- (c) If premiums are received which would cause the Policy to fail to meet the definition of a life insurance contract in accordance with the Internal Revenue Code, We may refund the excess premium payments. Such refunds and interest thereon will be made within 60 days after the end of a Policy Year.
- (d) We may require evidence of insurability any time a premium payment results in an increase in the Death Benefit greater than the amount of the premium.
- (e) We may refuse subsequent payments in excess of \$1 million on a uniform and non-discriminatory basis when, in Our sole discretion, market conditions do not support the guarantees in the Policy. Such restriction would be applied consistently to all policies within a class of business.

**PREMIUMS  
(Continued)**

In addition to the above limitations, the Cumulative Early Premium Payment Limit shown on Page 3 specifies the maximum cumulative Premium that may be paid and the number of Policy Years during which such limit applies. The Cumulative Early Premium Payment Limit will not apply beyond the number of Policy Years specified on Page 3. In no event will the Cumulative Early Premium Payment Limit prevent You from paying Premium sufficient to keep the Policy in-force or reinstate the Policy according to the Policy Default and Grace Period and Reinstatement provisions of the Policy.

**How to Make Premium Payments**

Payments must be made payable to the Company shown on the first page of the Policy and sent to Us at the address shown on the premium notice. The premium will be applied on the later of the Policy Date or the date We receive the premium In Good Order at the address shown on the premium notice. We will apply any amount received under the Policy as a premium unless it is clearly marked otherwise.

**Premium Reminder Notice**

If Your premium payment frequency is annual, semi-annual or quarterly, We will send You a premium reminder notice for the amount of the Planned Premium. The Initial Planned Premium and payment frequency You selected are shown in the Policy Specifications. You may change the amount of Your Planned Premium subject to Our premium limitations.

**ACCOUNT VALUE,  
CASH VALUE AND  
CASH SURRENDER  
VALUE**

**Account Value**

Your Account Value on the Policy Date equals the initial Net Premium less the Monthly Deduction Amount for the first Policy month.

On any other day, Your Account Value equals:

- (a) the Net Premiums allocated to it; plus
- (b) interest credited to it; minus
- (c) monthly deductions and withdrawals taken from it.

**Interest Credits to Your Account Value**

Interest will be credited daily to the Account Value at a rate equivalent to an annual effective rate at least equal to the Minimum Account Value Interest Rate shown in the Policy Specifications. In addition, We may credit interest at rates greater than the Minimum Account Value Interest Rate. The interest credited will reflect the timing of amounts added to or withdrawn from the Account Value. Interest credited is nonforfeitable after crediting except indirectly due to Surrender Charges.

**Cash Value**

Your Cash Value is equal to the Account Value less any applicable Surrender Charges.

**Basis of Values**

The Cash Values provided by the Policy are not less than the minimum values and benefits required by the insurance laws of the state in which the Policy is delivered or issued for delivery. A detailed statement of the method of computation of Cash Values has been filed, as required, with the insurance department of the state in which the Policy is delivered or issued for delivery.

**Cash Surrender Value**

Your Cash Surrender Value is equal to Your Cash Value minus the Indebtedness, if any.

**MONTHLY  
DEDUCTION  
AMOUNT**

**General**

On each Monthly Activity Date, We will deduct an amount from Your Account Value to pay Us for providing the benefits of the Policy. This amount is called the Monthly Deduction Amount. On each Policy Anniversary We will determine the rates used to calculate the Monthly Deduction Amount for that Policy Year. These rates will not exceed the maximum rates shown on the Policy Specification pages. Actual rates will be determined based on Our future expectations of such factors as mortality, expenses, interest, persistency and taxes. Any change We make will be on a uniform basis for Insureds of the same Issue Age, sex (if applicable), insurance class, initial Face Amount, Death Benefit Option and the length of time coverage has been in force.

**MONTHLY  
DEDUCTION  
AMOUNT(Continued)**

**Determining the Total Monthly Deduction Amount**

The Monthly Deduction Amount equals:

- (a) the Cost of Insurance Charge; plus
- (b) the Monthly Administrative Charge; plus
- (c) the Monthly Per \$1,000 Charge; plus
- (d) the charges for additional benefits provided by rider, if any.

**Cost of Insurance Charge**

The Cost of Insurance Charge for any Monthly Activity Date is equal to:

- (a) the Cost of Insurance Rate per \$1,000 as shown in the Policy Specifications; multiplied by
- (b) the Amount at Risk; divided by
- (c) \$1,000.

On any Monthly Activity Date, the Amount at Risk equals the Death Benefit less the Account Value on that date prior to assessing the Monthly Deduction Amount.

**Monthly Administrative Charge**

The Monthly Administrative Charge will not exceed the charge as shown in the Policy Specifications.

**Monthly Per \$1,000 Charge**

The Monthly per \$1,000 charge is equal to:

- (a) the Monthly per \$1,000 Charge Rate shown in the Policy Specifications; multiplied by
- (b) the initial Face Amount; divided by
- (c) \$1,000.

**INSURANCE CLASS  
CHANGES**

Based on Our administrative rules in effect and upon providing satisfactory evidence to Us, You may request to change the insurance class of either Insured to a more favorable class. Only future cost of insurance rates will be based on the more favorable class and all other contract terms and provisions will remain as established at issue. No change in insurance class or cost will occur on account of deterioration of either of the Insured's health. Any decrease in cost of insurance rates for which evidence of insurability was obtained cannot be revoked after the decrease has been in force, during the Insured's lifetime, for two years from the effective date of the decrease. Revocation will occur if the evidence of insurability contained inaccurate information which, had We known it was inaccurate at the time of the class change, would have caused Us to not approve the change. If We revoke an insurance class change, Your Account Value will be reduced. The amount of the reduction will equal the additional cost of insurance charges that would have been deducted from Your Account Value, based on the original insurance class, from the time of the change until the time of the revocation. If the Insured dies during such period, the Death Benefit will be reduced by the additional Cost of Insurance Charges.

**POLICY DEFAULT  
AND GRACE  
PERIOD**

**Policy Default**

The Policy will go into default on any Monthly Activity Date when:

- (a) the Account Value, less Indebtedness, is not sufficient to cover the Monthly Deduction Amount; or
- (b) the Indebtedness equals or exceeds the Cash Value.

**Policy Grace Period**

We will keep the Policy inforce for the 61 day period following the date Your Policy goes into default. We call that period the Policy Grace Period. If the Policy goes into default, We will send You a notice warning You that the Policy is in danger of terminating at least 30 days prior to termination of coverage. The notice will be mailed to You and any assignee of record at the last known address(es) and will tell You the minimum payment required to keep the Policy from terminating and the date such payment must be received by Us. The minimum payment will equal:



**POLICY DEFAULT  
AND GRACE  
PERIOD (Continued)**

If there is no Indebtedness, an amount that results in an Account Value equal to the due and unpaid Monthly Deduction Amount plus the next two Monthly Deduction Amounts as of the date Your Policy goes into default.

If there is Indebtedness, an amount that results in a Cash Surrender Value equal to the due and unpaid Monthly Deduction Amount plus the next two Monthly Deduction Amounts as of the date Your Policy goes into default.

If We have not received the required payment specified in the notice by the end of the Policy Grace Period, the Policy will terminate. Any payments sent by U.S. mail must be postmarked within the Grace Period.

If the Last Surviving Insured dies during the Policy Grace Period, We will pay the Death Proceeds.

**REINSTATEMENT**

**General**

Unless the Policy has been surrendered for its Cash Surrender Value, the Policy may be reinstated provided:

- (a) You make Your request In Writing within three years from the termination date;
- (b) satisfactory evidence of insurability is submitted;
- (c) if only one Insured is living on the date reinstatement is requested, We receive Due Proof of Death for the deceased Insured evidencing his/her death occurred prior to or at the time the Policy Grace Period expired;
- (d) any Indebtedness at the time of termination must be repaid or carried over to the reinstated Policy; and
- (e) You pay premium equal to or greater than the sum of:
  - 1. an amount necessary to cover all Monthly Deduction Amounts that are due and unpaid during the Policy Grace Period. You will be charged only for the period of time You had coverage under the Policy; and
  - 2. an amount necessary to keep the Policy in force for three months after the date of reinstatement.

Any reinstated coverage will be effective on the Monthly Activity Date following the date all of the following conditions are satisfied:

- (a) all premiums and charges have been paid to and accepted by Us;
- (b) the requested reinstatement has been approved by Us; and
- (c) statements on the reinstatement request or on any other application submitted as part of the reinstatement request are correct at the time of such payments and approval.

The Account Value on the reinstatement date will equal:

- (a) Net Premiums attributable to premiums paid at the time of reinstatement; minus
- (b) the Monthly Deduction Amounts that were due and unpaid during the Policy Grace Period; plus
- (c) any Indebtedness carried over to the reinstated Policy.

Any Surrender Charge will be based on the Policy Year in which the Policy was reinstated as though the Policy had never terminated.

**POLICY LOANS**

**General**

At any time while the Policy is in force and has a Cash Surrender Value, You may obtain a loan from Us. We will hold the Policy as sole security for repayment of such loans taken. We may defer granting a loan for the period permitted by law but not more than six months, unless the loan is to be used to pay premiums on any policies You have with Us.

**Loan Amounts**

Any new loan taken may not exceed the Cash Surrender Value on the date We grant a loan. The minimum loan amount that We will allow is \$500. Before advancing the loan amount, We may withhold an amount sufficient to pay interest on total Indebtedness to the end of the Policy Year and any Monthly Deduction Amounts due on or before the next Policy Anniversary.

## **POLICY LOANS (Continued)**

### **Loaned Account Value**

When You take a loan, a portion of the Account Value, equal to the amount of the loan, is segregated in the Account Value to serve as collateral for the loan. This portion of the Account Value is called the Loaned Account Value and will be credited with interest as described in the Interest Credited to Loaned Account Value provision below.

### **Indebtedness**

Indebtedness is money that is owed to Us due to outstanding loan(s) We have granted using the Policy as sole security and equals:

- (a) all loans taken on the Policy; plus
- (b) any interest charged to Indebtedness; minus
- (c) any loan repayments.

Indebtedness will reduce the Death Proceeds payable and the Cash Surrender Value of the Policy.

### **Interest Charged to Indebtedness**

Interest charged to Indebtedness will accrue daily. The table below shows the maximum annual effective interest rates We will charge on Your Indebtedness.

<b>During Policy Years</b>	<b>Portion of Indebtedness</b>	<b>Interest Rate Charged</b>
1-10	All	4.00%
11 and later	Preferred (see Preferred Indebtedness provision)	2.25%
	Non-Preferred	3.25%

### **Preferred Indebtedness**

After the 10th Policy Anniversary, a portion of Your Indebtedness may qualify as preferred Indebtedness. Preferred Indebtedness is charged a lower interest rate than the non-preferred Indebtedness. Preferred Indebtedness is determined on each Monthly Activity Date and equals the lesser (a) Indebtedness; or (b) Account Value less the total premiums paid.

### **Interest Credited to Loaned Account Value**

The Loaned Account Value will be credited with interest daily at an annual effective rate of 2.0%.

Because the interest charged on Indebtedness exceeds the interest credited to the Loaned Account Value, the Indebtedness will grow faster than the Loaned Account Value. When this happens, an additional portion of Account Value will be segregated to serve as collateral for the loan. The additional collateral equals the difference between the Indebtedness and the Loaned Account Value.

### **Loan Repayments**

All or part of a loan may be repaid at any time while the Policy is in force and an Insured is alive. However, each repayment must be at least \$50 or the amount of outstanding Indebtedness. Such repayments must be clearly identified In Writing as a loan repayment. We will apply any amount received under the Policy as a premium unless it is clearly marked otherwise.

### **Termination Due to Excessive Indebtedness**

The Policy will go into default on any Monthly Activity Date on which the Indebtedness equals or exceeds the Cash Value. Refer to the Policy Default and Grace Period provision for more information.

## **WITHDRAWALS**

### **General**

After the first Policy Anniversary, You may request a withdrawal In Writing, or in a manner satisfactory to Us. Upon such withdrawal, the Account Value will be reduced by an amount equal to the withdrawal. The amount available for withdrawal is the Cash Surrender Value, less \$1,000. The minimum withdrawal allowed is \$500. A charge of up to \$10 may be assessed for each withdrawal. One withdrawal per calendar month is allowed.

**WITHDRAWALS  
(Continued)**

If the Death Benefit Option then in effect is Option A (Level Option) or Option C (Return of Premium Option), the Face Amount will be reduced by an amount equal to the reduction in the Account Value resulting from the withdrawal. If the Death Benefit Option then in effect is Option B (Return of Account Value Option), the Face Amount will not be reduced.

**SURRENDERS**

While the Policy is in force, You may surrender the Policy to Us. The Policy and additional benefits provided by rider are then cancelled as of the day We receive Your request In Writing or the date You request the surrender, whichever is later. We will then pay You the Cash Surrender Value as of that date.

**PAYMENTS  
BY US**

**Deferral of Payments**

We may defer payment of any cash surrender values, withdrawals and loan amounts for up to six months from the date of the request. If We defer payment for more than 30 days, We will pay interest at the Minimum Account Value Interest Rate on the amount deferred.

**THE CONTRACT**

**Entire Contract**

The Policy, the attached copy of the initial application, any applications for reinstatement, all subsequent applications attached to or endorsed upon the Policy and any endorsements, amendments or riders are the entire contract. The contract is made in consideration of the application and the payment of the initial premium. We will not use any statement to cancel the Policy or to defend a claim under it, unless that statement is contained in an attached written application. All statements in the application will, in the absence of fraud (as determined by a court of competent jurisdiction), be deemed representations and not warranties.

**Contract Modification**

The only way this contract may be modified is by a written agreement signed by Our President, or one of Our Vice Presidents, Secretaries or Assistant Secretaries.

**Tax Status**

The Policy is intended to qualify as a life insurance contract for federal tax purposes and the Death Benefit under the Policy is intended to qualify for the federal income tax exclusion. The provisions of the Policy, including any rider or endorsement, shall be interpreted to ensure and maintain such tax qualification, despite any other provision to the contrary.

**Non-Participation**

The Policy is non-participating. It does not share in Our surplus earnings, so You will receive no Policy dividends under it.

**Misstatement of Age and/or Sex**

If, on the date of death of the Last Surviving Insured, the Issue Age of an Insured or the Sex of an Insured (if applicable) is incorrectly stated, the Death Benefit will be that amount which would have been purchased at the correct age and/or sex in consideration of the most recent mortality charge by adjusting the net Amount At Risk by the ratio of the incorrect cost of insurance rate to the correct cost of insurance rate.

**Suicide**

If, within two years from the Date of Issue, either of the Insureds die by suicide, while sane or insane, Our liability will be limited to the premiums paid less Indebtedness and less any Withdrawals.

**Incontestability**

With regard to the life of each Insured, We will not contest the Policy after it has been in force, during the Insured's lifetime, for two years from its Date of Issue, except for non-payment of premium. This provision does not apply to any rider providing accidental death or disability benefits. No later than 90 days from the end of the second Policy Year, We will request in writing that You notify Us of the death of any Insured. Failure to provide notice of death will not preclude a contest, and could result in a contest even if premium payments continue to be made. Any action of contest shall commence promptly upon notice of death.

With regard to the life of each Insured, for any reinstatement, We will not contest the validity of such reinstatement after such reinstatement has been in force during the Insured's lifetime for two years from the effective date of the reinstatement. However, such a contest shall be limited to material misrepresentations in the evidence of insurability provided to Us in the application for reinstatement. This provision will not affect Our right to contest any statement in the original application or a different reinstatement request which was made during the Insured's lifetime for two years from the Date of Issue of the Policy or a subsequent reinstatement date.

**Annual Report**

We will send You a report at least once each Policy Year without charge showing:

- (a) the beginning and end of the current report period;
- (b) the Account Value, Cash Surrender Value and Face Amount at the end of the current report period;
- (c) the premiums paid, Monthly Deduction Amounts, loans and withdrawals since the last report;
- (d) the current Death Benefit at the end of the current report period on the life of each insured covered under the Policy;
- (e) the interest credited during the current report period;
- (f) the amount of any Indebtedness at the end of the current report period; and
- (g) notifications required by the provisions of the Policy.

**Projection of Benefits and Values**

We will send You an illustrative report at least once each Policy Year without charge at Your request. We may require a reasonable fee not to exceed \$25.00 for each subsequent report We send at Your request after the first report per year is provided at no cost.

**OWNERSHIP AND  
BENEFICIARY**

**Change of Owner or Beneficiary**

The Owner and Beneficiary will be those named in the application until You change them. To change the Owner or Beneficiary(ies), notify Us In Writing while either of the Insureds are alive. For changes to a designation of an irrevocable Beneficiary, We will also require the consent of the named irrevocable Beneficiary, if living. After We receive written notice, the change will be effective as of the date You signed such notice, whether or not either of the Insureds are living when We receive it. However, the change will be subject to any payment We made or actions We may have taken before We received the request.

**OWNERSHIP AND  
BENEFICIARY  
(Continued)**

**Death of Beneficiary**

If any named Beneficiary dies before the Last Surviving Insured, that person's interest in this Policy ends unless such Beneficiary has been named as an irrevocable Beneficiary. If a named Beneficiary dies at the same time as the Last Surviving Insured, or within 15 days after the Last Surviving Insured's death, that person's interest ends as though the Beneficiary died before the Last Surviving Insured.

Unless Your Beneficiary designation states otherwise, the Death Benefit will be paid as follows:

- (a) to the primary Beneficiary(ies) who survive(s) the Last Surviving Insured; or if there are none,
- (b) to the contingent Beneficiary(ies) who survive the Last Surviving Insured; or
- (c) if no Beneficiary survives the Last Surviving Insured, We will pay the Death Proceeds to You, if You are living, otherwise, We will pay the proceeds to Your estate.
- (d) if multiple Beneficiaries are named to share the Death Proceeds equally, We will pay the Death Proceeds to the survivor(s) in equal shares;
- (e) if multiple Beneficiaries are named to receive unequal shares of the Death Proceeds, We will pay the Death Proceeds to the survivors on a pro rata basis and if there is only one surviving multiple Beneficiary, We pay all of the proceeds to that Beneficiary.

**Assignment**

You may assign the Policy by notifying Us In Writing. Unless otherwise specified by You, assignments will take effect on the date the notice of assignment is signed by You, subject to any payments made or actions taken by Us prior to receipt of the notice. Until You notify Us In Writing, no assignment will be effective against Us. We are not responsible for the validity of any assignment.

**Owner's Rights**

While the Last Surviving Insured is alive and no Beneficiary is irrevocably named, You may:

- (a) exercise all the rights and options that the Policy provides or that We permit;
- (b) assign the Policy; and
- (c) agree with Us to any change to the Policy.

**TERMINATION**

The Policy will terminate upon the earliest of the following events:

- (a) the surrender of the Policy; or
- (b) the end of the Policy Grace Period when premiums sufficient to keep the Policy from terminating are not paid;
- (c) if, within two years from the Policy's Date of Issue, both Insureds or the Last Surviving Insured commits suicide, while sane or insane; or
- (d) the date the Last Surviving Insured dies.

**CONTINUATION  
BEYOND THE  
YOUNGER INSURED'S  
ATTAINED AGE 120**

**General**

On the Policy Anniversary on which the younger Insured has reached Attained Age 120, the following will occur:

- (a) the Death Benefit Option will be changed to Option A (Level Option) with no evidence of insurability being required;
- (b) the Face Amount will be set equal to the Death Benefit;
- (c) no future Monthly Deduction Amounts will be deducted from Your Account Value;
- (d) the Account Value will continue to be valued as described in the Account Value, Cash Value and Cash Surrender Value provision;
- (e) any loans that are in effect will continue to accrue interest and become part of any Indebtedness;
- (f) loan repayments may be made;
- (g) no new loans or Withdrawals can be requested; and
- (h) no further premiums will be accepted, except for amounts required to keep the Policy in force under the Policy Grace Period.

The provision above will in no way modify the Termination provision of any rider(s) attached to this Policy. Please be aware the Policy may terminate due to excessive Indebtedness. This Policy may not qualify as life insurance under federal tax law after the younger Insured has reached Attained Age 100 and may be subject to adverse tax consequences. Your tax advisor should be consulted before You choose to continue the policy beyond the younger Insured's age 100.

**PAYMENT OF  
DEATH PROCEEDS**

**Generally**

The Death Proceeds of this Policy will be paid in one lump sum unless You or the Beneficiary elect one of the Income Settlement Options described in the Policy. If the Death Proceeds are paid in one lump sum and the payment is \$10,000 or greater, the Beneficiary may elect to have the Death Proceeds paid under the Safe Haven Program. Under the Safe Haven Program, Death Proceeds are held in Our General Account and earn interest at a rate determined by Us. Beneficiaries are provided a draft book and may access the Death Proceeds by writing drafts as desired, subject to Our rules then in effect regarding minimum draft amounts and balances. We reserve the right to discontinue offering the Safe Haven Program at anytime and in such event any remaining balance in the Safe Haven Program will be paid to the Beneficiary in one sum.

**INCOME  
SETTLEMENT  
OPTIONS**

**Availability**

All or parts of the proceeds of the Policy may, instead of being paid in one sum, be left with Us under any one or a combination of the following options, subject to Our minimum amount requirements on the date of election. If any payee is a corporation, partnership, association, assignee, or fiduciary, an option may be chosen only with Our consent.

Income benefits payable under this provision at the time of their commencement will not be less than those that would be provided by the application of the Cash Surrender Value to purchase a single consideration immediate annuity contract at purchase rates offered by Us at the time to the same class of annuitants whether the annuity benefits are payable in fixed or variable amounts or both.

**Death of Payee**

If the payee dies while receiving payments under one of the options below, We will pay the following:

- (a) any principal and accrued interest remaining unpaid under Option 1 or 2.
- (b) the present value of remaining unpaid payments, if any, under Option 3. The interest rate used to determine the present value of payments will be the interest rate used to determine the amount of each certain payment.

Any such amount will be paid in one sum to the payee's estate.

**INCOME SETTLEMENT  
OPTIONS (Continued)**

**Option 1 - Interest Income**

Payments of interest at the rate We declare, but not less than 2% per year, on the amount left under this option.

**Option 2 - Income of Fixed Amount**

Equal payments of the amount chosen until the amount left under this option, with interest of not less than 2% per year, is exhausted. The final payment will be for the balance only.

**Option 3 - Income for Fixed Period**

Payments, determined from the table below, are guaranteed for the number of years chosen and based on interest of not less than 2% per year. The first payment will be due on the date proceeds are applied under this option.

Monthly Payments		Monthly Payments	
Number of Years	per \$1,000 of Proceeds	Number of Years	per \$1,000 of Proceeds
1	\$84.09	8	\$11.25
2	42.46	9	10.10
3	28.59	10	9.18
4	21.65	15	6.42
5	17.49	20	5.04
6	14.72	25	4.22
7	12.74	30	3.68

To convert the monthly payments shown in the table above for Option 2 to quarterly, semi-annual or annual payments, multiply by the following factors:

PAYMENT INTERVAL	FACTOR
Quarterly	2.99
Semi-annual	5.96
Annual	11.84

**Other Options**

Other options may be arranged with Our consent at interest rates determined by Us.

**Hartford Life and Annuity Insurance Company  
Hartford, Connecticut 06104-2999  
(A stock insurance company)  
(the "Company")**

**For more information or assistance regarding Your Policy, You may contact Us at the following address:**

**Individual Life Operations  
[P.O. Box 64582  
St. Paul, Minnesota 55164-0582  
Telephone Number: 1-800-243-5433]  
Email Address: [Lifeservice@hartfordlife.com]**

**Death Proceeds Payable at Death of the Last Surviving Insured  
Adjustable Death Benefit  
Cash Surrender Value Payable upon Surrender  
Premiums Payable as shown on Page 3  
Non-Participating**

**Values provided under the Policy may increase or decrease due to changes in interest credited to the Account Value, Policy Charges and Cost of Insurance Rates.**



**LAST SURVIVOR FLEXIBLE PREMIUM  
ADJUSTABLE LIFE INSURANCE POLICY**





## POLICY PROTECTION RIDER

This Rider provides additional protection from Policy default, subject to the conditions described below.

### DEFINITIONS

In addition to the definitions set forth in the Policy, the following definitions shall apply to this Rider.

**Policy Protection Account:** a reference account used solely to determine whether or not the Policy Protection Test has been met. It is not used to determine the actual Account Value, Cash Value, Cash Surrender Value or Death Benefit provided by the Policy.

**Policy Protection Monthly Charge:** a charge deducted, on each Monthly Activity Date, from the Policy Protection Account as described in the Policy Protection Monthly Charge section of this Rider.

**Policy Protection Net Premium:** the premium amount credited to the Policy Protection Account. It is the premium paid into the Policy minus deductions for the Policy Protection Premium Charge and the Policy Protection Tax Charge.

**Policy Protection Premium Charge:** a charge deducted from premiums paid. It is calculated by multiplying premium paid by the applicable percentage as shown in the Policy Protection Rider Specifications pages.

**Policy Protection Tax Charge:** a charge deducted from premiums paid. It is calculated by multiplying the premium paid by the applicable percentage as shown in the Policy Protection Rider Specifications pages.

**Policy Protection Reference Premium:** an annual premium used to determine the amount, if any, of the Minimal Funding Expense Charge described in the Minimal Funding Expense Charge provision of this Rider, to be assessed against the Policy Protection Account. The Policy Protection Reference Premium is shown in the Policy Protection Rider Specifications.

**Policy Protection Test:** a test used to determine whether the benefit is available.

### THE BENEFIT

#### When this Benefit is Available

This benefit is available if, on any given Monthly Activity Date, the Policy Protection Test is met. If this benefit is not available, it can be made available at any time while this Policy is in effect by making a premium payment or loan repayment sufficient to meet the Policy Protection Test. However, if premiums received to restore the availability of this benefit would cause the policy to fail to meet the definition of life insurance (in accordance with the Internal Revenue Code) the excess premiums will be refunded and this benefit will not be available at that time.

#### How the Policy Protection Test is Met

The Policy Protection Test is met if the accumulated value (described below) in the Policy Protection Account is equal to or greater than zero. If the test is not met, the benefit will not be available.

#### When this Benefit Goes Into Effect

Provided Indebtedness does not exceed Your Cash Value, the Policy Protection Rider benefit, if available, will prevent Your Policy from going into default on any Monthly Activity Date when the Account Value less Indebtedness is not sufficient to cover the Monthly Deduction Amount.

## **THE BENEFIT (Continued)**

If this benefit goes into effect: (a) any Monthly Deduction Amounts (attributable to the coverage(s) protected by the Policy Protection Rider benefit) that exceed the Account Value, less Indebtedness, will be waived, and (b) any riders as shown in the Policy Protection Rider Specifications pages as being protected by this Policy Protection Rider benefit will continue subject to the terms and conditions of the riders.

However, this benefit will not prevent Your Policy from going into default when the Indebtedness exceeds the Cash Value. Please refer to the Policy Default and Grace Period provision of the Policy for more information.

## **POLICY PROTECTION ACCOUNT**

### **Accumulated Value in the Policy Protection Account**

On the Policy Date, the accumulated value equals the initial Policy Protection Net Premium. On each subsequent Monthly Activity Date, the accumulated value equals:

- (a) the accumulated value on the previous Monthly Activity Date; plus
- (b) any Policy Protection Net Premium allocated to it since the last Monthly Activity Date; plus
- (c) interest credited to it at the Policy Protection Account Credited rate (as shown in the Policy Specifications) since the last Monthly Activity Date; minus
- (d) the Policy Protection Monthly Charge taken from it on that date (see below); minus
- (e) any withdrawals since the last Monthly Activity Date; minus
- (f) any Minimal Funding Expense Charge taken from it on that date (see below); minus
- (g) any loans since the last Monthly Activity Date; plus
- (h) any loan repayments since the last Monthly Activity Date.

Any other adjustment made to the Policy's Account Value will impact the accumulated values in the Policy Protection Account in the same manner.

The actual amount, timing and frequency of payments allocated to the Policy Protection Account will affect the accumulated value in the Policy Protection Account and could affect the availability of the benefit provided by this Rider.

### **Policy Protection Monthly Charge**

The Policy Protection Monthly Charge is calculated in the same manner as the Monthly Deduction Amount under the Policy (See the Monthly Deduction section of the Policy) but uses the Policy Protection Rider charges and rates that are set forth in the Policy Protection Rider Specifications pages in the Policy.

When calculating the policy protection cost of insurance charge, it is necessary to calculate the amount(s) at risk. When calculating the amount(s) at risk it is necessary to calculate the death benefit. The death benefit, for the purposes of calculating the amount(s) at risk is calculated in the same manner as the Policy's Death Benefit except that Account Value is replaced by the accumulated value in the Policy Protection Account. Additionally, when calculating the amount(s) at risk, the Account Value is replaced by the accumulated value in the Policy Protection Account.

### **Minimal Funding Expense Charge**

Subject to the Funding Progress Exception provision below, a Minimal Funding Expense Charge will be assessed on each Policy Anniversary shown in the Policy Specification pages if cumulative Premiums paid less cumulative Withdrawals are less than the cumulative Policy Protection Reference Premiums. The Minimal Funding Expense Charge will equal 2 times  $[A + B - C]$  but not less than zero where:

- A equals the Policy Protection Reference Premium multiplied by the number of completed Policy Years;
- B equals the cumulative Withdrawals; and
- C equals the cumulative Premiums paid.

**POLICY PROTECTION ACCOUNT (Continued) Funding Progress Exception**

The Minimal Funding Expense Charge will be zero on any Policy Anniversary if, based on the then current Policy Protection Account accumulated value, payment of the Policy Protection Reference Premium on such Policy Anniversary and on all future Policy Anniversaries would keep the Policy in force up to the Policy Anniversary on which the younger Insured has reached Attained Age 120.

**NOTIFICATION OF POLICY PROTECTION STATUS****General**

We want to keep You informed on the status of the benefit. Therefore, at the end of each Policy Year, We will inform You of the following:

- (a) whether or not the benefit is then available;
- (b) if it is not available, the amount necessary to have the benefit available until the next Policy Anniversary; and
- (c) if applicable, how long the benefit will be available assuming that You continue to make Planned Premium payments on time as scheduled.

**REQUESTED CHANGES****General**

Changes will be made to the Policy Protection Monthly Charge if:

- (a) an Insured's risk class changes;
- (b) the Face Amount increases or decreases;
- (c) other riders are added to or removed from the Policy; or
- (d) there are any increases or decreases to benefits provided by riders.

If any of the above changes occur, We will send You new Policy Specification pages, or an endorsement, which will reflect changes to the Policy Protection rates and/or charges that were affected by the requested change.

**POLICY DEFAULT AND GRACE PERIOD**

The **POLICY DEFAULT AND GRACE PERIOD** section of Your Policy is hereby deleted and replaced with the following:

**Policy Default**

The Policy will go into default on any Monthly Activity Date when:

- (a) the Account Value, less Indebtedness, is not sufficient to cover the Monthly Deduction Amount and the benefit provided by the Policy Protection Rider that is attached to Your Policy is not available; or
- (b) the Indebtedness equals or exceeds the Cash Value.

**Policy Grace Period**

We will keep the Policy in-force for the 61 day period following the date Your Policy goes into default. We call that period the Policy Grace Period. If the Policy goes into default, We will send You a notice warning You that the Policy is in danger of terminating at least 30 days prior to termination of coverage. The notice will be mailed to You and any assignee of record at the last known address(es) and will tell You the minimum payment required to keep the Policy from terminating and the date such payment must be received by Us. The minimum payment will equal:

If there is no Indebtedness, an amount that results in the lesser of: (a) an Account Value equal to the due and unpaid Monthly Deduction Amount plus the next two Monthly Deduction Amounts as of the date Your Policy goes into default; or (b) the amount required to restore the availability of the benefit provided by the Policy Protection Rider.

If there is Indebtedness, an amount that results in a Cash Surrender Value equal to the due and unpaid Monthly Deduction Amount plus the next two Monthly Deduction Amounts as of the date Your Policy goes into default.

If We have not received the required payment specified in the notice by the end of the Policy Grace Period, the Policy will terminate. Any payments sent by U.S. mail must be postmarked within the Grace Period.

If the Last Surviving Insured dies during the Policy Grace Period, We will pay the Death Proceeds.

**RIDER CHARGE**

A Monthly Administrative Rider Charge will be assessed while the Rider remains in force. This charge will equal an amount not to exceed the maximum amount shown on the Additional Riders and Benefits section of the Policy Specifications. In the event the Rider is terminated, no administrative charge will be assessed following the Rider termination date, unless the Rider is reinstated as described under the Rider's Reinstatement provision.

**TERMINATION****General**

The Policy Protection Rider will continue until the earliest of the following:

- (a) the date We receive Your request, In Writing, to cancel it;
- (b) the Policy Anniversary on which the younger Insured reaches Attained Age 120; or
- (c) when this Policy terminates.

**REINSTATEMENT****General**

If the Policy terminates and is reinstated, this Rider may be reinstated. If the Rider is reinstated, the Policy Protection Account, on the reinstatement date, will equal:

- (a) the accumulated value of the Policy Protection Account at the time of termination; plus
- (b) Policy Protection Net Premium paid at the time of reinstatement; minus
- (c) the Policy Protection Monthly Charges that would have been deducted from the Policy Protection Account during the Policy Grace Period.

**GENERAL PROVISIONS**

This Rider is part of the Policy to which it is attached and, except as noted above, it is subject to all of the terms, conditions and limitations of the Policy. The Rider Date and Date of Issue are shown in the Additional Benefits and Rider section of the Policy Specifications. Terms not defined herein are defined in the Policy.

Signed for **HARTFORD LIFE AND ANNUITY INSURANCE COMPANY**

[



**Terence Shields, Corporate Secretary]**

<b>State:</b>	Arkansas	<b>Filing Company:</b>	Hartford Life and Annuity Insurance Company
<b>TOI/Sub-TOI:</b>	L09I Individual Life - Flexible Premium Adjustable Life/L09I.002 Joint (Last Survivor)		
<b>Product Name:</b>	Last Survivor Flexible Premium Adjustable Life Insurance & NLG Rider		
<b>Project Name/Number:</b>	Last Survivor Flexible Premium Adjustable Life Insurance & NLG Rider /LA-1384(12)		

## Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification		
Comments:			
Attachment(s):			
Readability Certification.pdf			
AR Cert - Rule 19 _Unfair Discrim_.pdf			
AR Certification Actuarial - Bulletin 11-83 _Non-Guaranteed Elements.pdf			
AR Cert Actuarial - Reg 34 _UL_.pdf			
CONSENT TO SUBMIT RATES _Bulletin 11-83_.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Application		
Comments:	Application HL-15911(12), approved by the Department on 2/8/2012 under HARL-128063030 will be used with the policy.		

		Item Status:	Status Date:
Satisfied - Item:	Statements of Variability		
Comments:			
Attachment(s):			
LA-1384(12) SOV.pdf LA-1385(12) SOV.pdf			

## Readability Certificate

I hereby certify that the forms referenced below have each been scored in their entirety using the Flesch Ease of Reading Test and have attained the score indicated. I further certify that, to the best of my knowledge and belief, said forms comply with state readability requirements and are printed in not less than ten point type, one point leaded.

The readability score was calculated by computer. The software used for this calculation was Microsoft Word.

Form Number

LA-1384(12)

LA-1385(12)

Flesch Score

50.1

50.1\*

\*when scored as part of the base policy

Hartford Life and Annuity Insurance Company

NAIC Number 71153-091



Signature of Insurance Company Officer

Lenore Paoli, AVP and Chief Compliance Officer, IL Compliance

Typed Name and Title

**ARKANSAS  
POLICY FORM CERTIFICATION**

**HARTFORD LIFE AND ANNUITY INSURANCE COMPANY**

Form Number(s): LA-1384(12), LA-1385(12)

Form Title(s): Last Survivor Flexible Premium Adjustable Life Insurance, Policy Protection Rider

By my signature below, I hereby certify that I have reviewed the enclosed policy form(s) and certify that the form(s) submitted meets the provisions of Rule 19 entitled "Unfair Discrimination in Sale of Insurance" as well as all applicable requirements of the Arkansas Insurance Department.

Signed:



10/22/2012

Date

Lenore Paoli, AVP, Business Practices and Compliance

**CERTIFICATION OF COMPLIANCE  
WITH ARKANSAS BULLETIN NO. 11-83 ENTITLED  
“GUIDELINES FOR NON-GUARANTEED COSTS ON PARTICIPATING AND NON-PARTICIPATING  
LIFE INSURANCE”**

**HARTFORD LIFE AND ANNUITY INSURANCE COMPANY**

I hereby certify that these guidelines have been reviewed and that this submission complies with the Guidelines for Non-Guaranteed Costs on Non-Participating Life Insurance.

A handwritten signature in dark ink, reading "Paul M. Fischer". The signature is written in a cursive style with a horizontal line underneath the name.

Paul Fischer, FSA, MAAA  
AVP & Actuary, ILD Product Development



**CERTIFICATION OF COMPLIANCE  
WITH ARKANSAS RULE AND REGULATION 34  
ENTITLED "UNIVERSAL LIFE INSURANCE"**

**HARTFORD LIFE AND ANNUITY INSURANCE COMPANY**

I hereby certify that these guidelines have been reviewed and that this submission complies with Arkansas Rule and Regulation 34, which includes Section 6 (Valuation) and Section 7 (Non-forfeiture).

When calculating the reserves under the minimum reserve method in Rule and Regulation 34, in no case shall the reserves be less than the actual cash surrender values provided for under the policy contract.

A handwritten signature in dark ink, reading "Paul M. Fischer". The signature is written in a cursive style with a horizontal line underneath the name.

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Paul Fischer, FSA, MAAA  
AVP & Actuary, ILD Product Development

## CONSENT TO SUBMIT RATES AND/OR COST BASES FOR APPROVAL

The Hartford Life and Annuity Insurance Company (“Company”) of Hartford, CT, does hereby consent and agree

- A) that all premium rates and/or cost bases both “maximum “ and “current or projected”, used in relation to policy form number **LA-1384(12)** must be filed with the Insurance Commissioner for the State of Arkansas (“Commissioner”) at least sixty (60) days prior to their proposed effective date. Such rates and/or cost bases shall be deemed effective sixty (60) days after they are filed with the Commissioner, unless the Commissioner shall approve or disapprove such rates and/or cost bases prior to the expiration of sixty (60) days

or

(B) that where the policy is a flexible or indeterminate premium whole life policy which provides for frequent changes in interest rates based on financial market conditions, the company may file a range of rates it will stay within and will notify the Department at least sixty (60) days prior to any change in the range of rates. The company must also document the method used to calculate its premium and rate of rates.

Hartford Life and Annuity Insurance Company

By: Paul M. Fischer

Paul Fischer, FSA, MAAA  
AVP & Actuary, ILD Product Development  
Title and Position

**Statement of Variability for Form LA-1384(12)****10/16/2012****Hartford Life and Annuity Insurance Company****Variable Text Denoted by Brackets**

Changes in variable text will be administered by the Company pursuant to the information provided below in a uniform and non-discriminatory manner. Any changes will be based on sound actuarial principles, where applicable. In addition, the following will only be changed upon prior approval:

- Guaranteed maximum cost of insurance rates and the mortality tables on which they are based;
- Guaranteed interest rate for the account value of any general account option and any nonforfeiture benefits;
- Guaranteed maximum surrender charges;
- Guaranteed maximum expense charges.

In addition to the items listed above, a change or modification to any other item not specifically listed that may affect the derivation and compliance of policy values with any required minimum nonforfeiture values shall also be filed for approval prior to use.

**Policy Cover**

<b>Service Operations Address, Telephone number, Internet Communication Email address, Officer Titles and Signatures</b>	Will vary based on changes in future company operations.
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**Page 3 Policy Specifications (sex distinct and unisex versions)**

<b>Insurance Department Phone Number</b>	The phone number of the Insurance Department of the state in which the Policy is issued will vary based on changes in future Department operations.
<b>Issue Ages</b>	20-85
<b>Policy Number, Policy Date, Date of Issue, Owner, Beneficiary, Insured, Issue Age/Sex (Sex, if applicable)</b>	Data will vary per policy based on issue-specific information.  Gender: Male, Female or Unisex (if applicable).
<b>Insurance Class</b>	Preferred Plus Non-Nicotine; Preferred Non-Nicotine; Preferred Nicotine; Standard Nicotine; Standard Non-Nicotine; Uninsurable
<b>Initial Face Amount</b>	Range: \$100,000 - \$999,999,999. Will vary per policy issue based on owner selection.
<b>Minimum Decrease in Face Amount</b>	Range: \$500 - \$5,000. Any change will be applied to new issues only on a uniform- and non-discriminatory basis.
<b>Minimum Face Amount After Decrease</b>	Range: \$25,000 – \$100,000. Any change will be applied to new issues only on a uniform- and non-discriminatory basis.
<b>Death Benefit Option</b>	A (Level), B (Return of Account Value), C (Return of Premium). Will vary per policy issue based on owner selection.
<b>Death Benefit Option C Limit</b>	\$10,000,000 if Option C is chosen.
<b>Initial Planned Premium</b>	Will vary per policy issue based on issue specific information such as face amount, issue age, gender, risk class and any optional riders selected
<b>Payment Frequency</b>	Annual, semiannual, quarterly or monthly

<b>Cumulative Early Premium Payment Limit</b>	<p><b>LIMIT</b> Range: no limit – 100% of face amount. Will vary based on a combination of the Insured's age, gender (if applicable), underwriting risk class, face amount, Death Benefit Option, Tax Charge and any optional riders selected. Will also vary based on future changes in market interest rates. Any change will be applied to new issues only on a uniform and non-discriminatory basis.</p> <p><b>POLICY YEARS</b> Range: Not applicable (no limit) - 9 years. If a limit applies (as described above), it will apply from Policy Years 1-9 for all issues on a uniform and nondiscriminatory manner. In no event will the Cumulative Early Premium Payment Limit apply beyond Policy Year 9.</p>
<b>Definition of Life Insurance Test</b>	Will reflect either Guideline Premium/Cash Value Corridor or Cash Value Accumulation test, depending on owner selection at time of issue.

#### Page 3A Policy Specifications

<b>Tax charge</b>	State specific information. The tax charge will reflect current state and/or municipality tax charge assessed by the state in which the Policy is issued and delivered.
<b>Monthly Per \$1,000 Charge Rate</b>	Range: 0.001 to 0.5000 - will vary based on a combination of the Insured's age, gender (if applicable) and underwriting class. Any change to the maximum charge for new issues will be filed for approval prior to use.

#### Page 3B Policy Specifications

<b>Maximum Surrender Charges</b>	Range: 0.01 to 60.00 (annual per \$1,000) - will vary based on initial face amount and combination of Insured's age, gender (if applicable), and policy duration. Any change to the maximums shown will be filed for approval prior to use.
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#### Page 3C Policy Specifications (sex distinct and unisex versions)

<b>Table of Minimum Death Benefit Percentages and Monthly Maximum Cost of Insurance Rates per \$1,000</b>	Range: 0.002000 – 83.333333 will vary based on initial face amount and combination of Insured's age, gender (if applicable) underwriting class, policy duration and the Life Insurance Test selected by owner. Any change to the maximums shown will be filed for approval prior to use.
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#### Additional Benefits and Riders

##### Policy Protection Rider Specification Page 3D

<b>POLICY PROTECTION RIDER</b>	<p><b>Policy Protection Rider</b> – Data will vary per policy based on issue-specific information.</p> <p><b>Maximum Monthly Administrative Rider Charge.</b> Range: \$5.00 - \$25.00. Any change to this charge will be based on Our future expectations of such factors as expenses, interest, persistency and taxes. Any change will be applied to new issues only on a uniform and non-discriminatory basis.</p> <p><b>Policy Protection Reference Premium</b> – This value will vary based on the current face amount and combination of Insured's age, gender (if applicable), underwriting class,</p> <p><b>Minimal Funding Expense Charge Dates Applied</b> – Years [2] – [10] We may change the policy years based on our future expectations of such factors as mortality, expenses, interest, persistency and taxes. Any change will be applied to new issues only on a uniform and nondiscriminatory basis.</p>
<b>RIDERS COVERED BY THE POLICY PROTECTION RIDER</b>	Will vary based on owner's selection of Riders at time of application.
<b>DEDUCTIONS FROM PREMIUM PAYMENTS USED TO DETERMINE THE POLICY</b>	<b>Policy Protection Premium Tax Charge</b> - State specific information. The tax charge will reflect current state and/or municipality tax charge assessed by the state in which the Policy is issued and delivered.

<b>PROTECTION NET PREMIUM</b>	<p><b>Policy Protection Premium Charge Tier 1</b> Range: -80% – 30%. <b>Tier 2</b> Range: -80% - 80%. Will vary based on a combination of Insured's age, gender (if applicable), policy years (duration) and underwriting risk class. May also vary based on future changes in market interest rates. Any change will be applied to new issues only on a uniform and non-discriminatory basis.</p> <p><b>Premium Charge Breakpoint</b> Will vary based on a combination of the Insured's age, gender (if applicable), underwriting risk class, face amount, Death Benefit Option, Tax Charge and any optional riders selected. Will also vary based on future changes in market interest rates. Any change will be applied to new issues only on a uniform and non-discriminatory basis.</p>
<b>INTEREST CREDITS APPLIED TO THE POLICY PROTECTION ACCOUNT</b>	<p><b>Policy Protection Account Credited Rate</b> - Will vary based on insured's age, gender, underwriting class and policy duration.</p>
<b>DEDUCTIONS TAKEN FROM THE POLICY PROTECTION ACCOUNT</b>	<p><b>Policy Protection Per \$1,000 Charge Rate</b> – will vary based on a combination of Insured's age, gender and underwriting class.</p> <p><b>Policy Protection Cost of Insurance Rate - Monthly Per \$1,000</b> - will vary based on a combination of Insured's age, gender, underwriting class and policy duration.</p> <p><b>Policy Protection Rider Charges</b> – will vary based on owner selection of riders. Rates and charges shown will be based on the rates and charges for each selected Rider.</p>

**Statement of Variability for Form LA-1385(12)**

**10/15/2012**

**Hartford Life and Annuity Insurance Company**

**Variable Text Denoted by Brackets**

Changes in variable text will be administered by the Company in a uniform and non-discriminatory manner.

**Policy Protection Rider**

<b>Officer Signature</b>	Officer Titles and Signatures will vary based on current company operations. In the event the title of the Officer signing the form changes, any new title utilized will be the title of an Officer of the Company.
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